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9

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 AETNA LIFE INSURANCE
COMPANY,

14 Plaintiff,

15 v.

16 JOSEPH FAHR, DDS,

17 and

18 A BEAUTIFUL SMILE DENTAL
19 CENTER – GP,

20 Defendants.

Case No. 2:23-cv-10577-RGK-JC

**STIPULATION AND
PROTECTIVE ORDER**

1 Plaintiff Aetna Life Insurance Company (“Plaintiff”), on the one hand, and
2 Defendants Joseph Fahr, DDS and A Beautiful Smile Dental Center - GP
3 (“Defendants”), on the other hand, (Plaintiff and Defendants are sometimes referred
4 to herein as “the Parties” or each as a “Party”) hereby stipulate to, and request entry
5 of, the following Protective Order (the “Stipulation”).

6 1. **A. PURPOSES AND LIMITATIONS**
7

8 As the parties have represented that discovery in this action is likely to involve
9 production of confidential, proprietary, or private information (including confidential
10 health information) for which special protection from public disclosure and from use
11 for any purpose other than prosecuting this litigation may be warranted, this Court
12 enters the following Protective Order. This Order does not confer blanket protections
13 on all disclosures or responses to discovery. The protection it affords from public
14 disclosure and use extends only to the limited information or items that are entitled
15 to confidential treatment under the applicable legal principles. Further, as set forth
16 in Section 12.3, below, this Protective Order does not entitle the parties to file
17 confidential information under seal. Rather, the parties shall seek permission from
18 the Court pursuant to file material under seal, the parties must comply with Civil
19 Local Rule 79-5 and with any pertinent orders of the assigned District Judge and
20 Magistrate Judge.

21 **B. GOOD CAUSE STATEMENT**

22 In light of the nature of the claims and allegations in this case and the Parties’
23 representations that discovery in this case will involve the production of confidential
24 records, and in order to expedite the flow of information, to facilitate the prompt
25 resolution of disputes over confidentiality of discovery materials, to adequately
26 protect information the parties are entitled to keep confidential, to ensure that the
27 parties are permitted reasonable necessary uses of such material in connection with
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1 this action, to address their handling of such material at the end of the litigation, and
2 to serve the ends of justice, a protective order for such information is justified in this
3 matter. The parties shall not designate any information/documents as confidential
4 without a good faith belief that such information/documents have been maintained in
5 a confidential, non-public manner, and that there is good cause or a compelling
6 reason why it should not be part of the public record of this case.

7
8 **2. DEFINITIONS**

9 2.1 Action: The instant action: *Aetna v. Fahr, et al*; Case No. 2:23-cv-10577-
10 RGK-JC, pending in the United States District Court for the Central District of
11 California.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
13 information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
15 is generated, stored or maintained) or tangible things that qualify for protection under
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
17 Statement.

18 The term Confidential Health Information shall constitute a subset of
19 Confidential Information, and shall be designated as “CONFIDENTIAL” and subject
20 to all other terms and conditions governing the treatment of Confidential Information.
21 Confidential Health Information shall mean information supplied in any form, or any
22 portion thereof, that identifies an individual or subscriber in any manner and relates
23 to the past, present, or future care, services, or supplies relating to the physical or
24 mental health or condition of such individual or subscriber, the provision of health
25 care to such individual or subscriber, or the past, present, or future payment for the
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1 provision of health care to such individual or subscriber. Confidential Health
 2 Information shall include, but is not limited to, claim data, claim forms, grievances,
 3 appeals, or other documents or records that contain any patient health information
 4 required to be kept confidential under any state or federal law, including 45 C.F.R.
 5 Parts 160 and 164 promulgated pursuant to the Health Insurance Portability and
 6 Accountability Act of 1996 (*see* 45 C.F.R. §§ 164.501 & 160.103), and the following
 7 subscriber, patient, or member identifiers:
 8
 9

- 10 a. names;
- 11 b. all geographic subdivisions smaller than a State, including street
- 12 address, city, county, precinct, and zip code;
- 13 c. all elements of dates (except year) for dates directly related to an
- 14 individual, including birth date, admission date, discharge date, age, and
- 15 date of death;
- 16 d. telephone numbers;
- 17 e. fax numbers;
- 18 f. electronic mail addresses;
- 19 g. social security numbers;
- 20 h. medical record numbers;
- 21 i. health plan beneficiary numbers;
- 22 j. account numbers;
- 23 k. certificate/license numbers;
- 24 l. vehicle identifiers and serial numbers, including license plate numbers;
- 25 m. device identifiers and serial numbers;
- 26 n. web universal resource locators (“URLs”);
- 27 o. internet protocol (“IP”) address numbers;
- 28 p. biometric identifiers, including finger and voice prints;
- q. full face photographic images and any comparable images; and/or
- r. any other unique identifying number, characteristic, or code.

2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information
 or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the

1 disclosure of which to another Party or Non-Party would create a substantial risk of
2 serious harm that could not be avoided by less restrictive means.

3 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
4 support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or items
6 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”
8

9 2.7 Disclosure or Discovery Material: all items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including, among
11 other things, testimony, transcripts, and tangible things), that are produced or
12 generated in disclosures or responses to discovery in this matter.

13 2.8 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as
15 an expert witness or as a consultant in this Action.

16 2.9 House Counsel: attorneys who are employees of a party to this Action. House
17 Counsel does not include Outside Counsel of Record or any other outside counsel.
18

19 2.10 Insurer: any insurance company entity or person associated with such entity
20 that may have underwritten the insured risk associated with this Action and/or any
21 claims asserted therein.

22 2.11 Non-Party: any natural person, partnership, corporation, association, or other
23 legal entity not named as a Party to this action.

24 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this
25 Action but are retained to represent or advise a party to this Action and have appeared
26 in this Action on behalf of that party or are affiliated with a law firm which has
27 appeared on behalf of that party, and includes support staff.
28

1 2.13 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this Action.

6 2.15 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.16 Protected Material: any Disclosure or Discovery Material that is designated
11 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
12 ONLY."

13 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from
14 a Producing Party.

15 3. SCOPE

16 The protections conferred by this Order cover not only Protected Material (as
17 defined above), but also (1) any information copied or extracted from Protected
18 Material; (2) all copies, excerpts, summaries, or compilations of Protected
19 Material; and (3) any deposition testimony, conversations, or presentations by Parties or their
20 Counsel that might reveal Protected Material, other than during a court hearing or at
21 trial.

22 Any use of Protected Material during a court hearing or at trial shall be
23 governed by the orders of the presiding judge. This Order does not govern the use
24 of Protected Material during a court hearing or at trial.

25 4. DURATION

1 Even after final disposition of this litigation, the confidentiality obligations
2 imposed by this Order shall remain in effect until a Designating Party agrees
3 otherwise in writing or a court order otherwise directs. Final disposition shall be
4 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
5 or without prejudice; and (2) final judgment herein after the completion and
6 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
7 including the time limits for filing any motions or applications for extension of time
8 pursuant to applicable law.

9
10 **5. DESIGNATING PROTECTED MATERIAL**

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
12 Party or Non-Party that designates information or items for protection under this
13 Order must take care to limit any such designation to specific material that qualifies
14 under the appropriate standards. The Designating Party must designate for protection
15 only those parts of material, documents, items, or oral or written communications
16 that qualify so that other portions of the material, documents, items, or
17 communications for which protection is not warranted are not swept unjustifiably
18 within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber the case development process or to impose
22 unnecessary expenses and burdens on other parties) may expose the Designating
23 Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.
27
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1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this
4 Order must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6
7 (a) for information in documentary form (e.g., paper or electronic documents, but
8 excluding transcripts of depositions), that the Producing Party affix at a minimum,
9 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
10 EYES ONLY” to each page that contains protected material. If only a portion or
11 portions of the material on a page qualifies for protection, the Producing Party also
12 must clearly identify the protected portion(s) (e.g., by making appropriate markings
13 in the margins).

14 A Party or Non-Party that makes original documents available for inspection
15 need not designate them for protection until after the inspecting Party has indicated
16 which documents it would like copied and produced. During the inspection and
17 before the designation, all of the material made available for inspection shall be
18 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
19 it wants copied and produced, the Producing Party must determine which documents,
20 or portions thereof, qualify for protection under this Order. Then, before producing
21 the specified documents, the Producing Party must affix the “CONFIDENTIAL”, or
22 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” legend to each page
23 that contains Protected Material. If only a portion or portions of the material on a
24 page qualifies for protection, the Producing Party also must clearly identify the
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 (b) for testimony given in depositions that the Designating Party identifies on the
27 record, before the close of the deposition as protected testimony.

1 (c) for information produced in some form other than documentary and for any other
2 tangible items, that the Producing Party affix in a prominent place on the exterior of
3 the container or containers in which the information is stored the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
5 ONLY.” If only a portion or portions of the information warrants protection, the
6 Producing Party, to the extent practicable, shall identify the protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
8 to designate qualified information or items does not, standing alone, waive the
9 Designating Party’s right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
15 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
17 process under Local Rule 37-1 et seq.

18 6.3 The burden of persuasion in any such challenge proceeding shall be on the
19 Designating Party. Frivolous challenges, and those made for an improper purpose
20 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
21 expose the Challenging Party to sanctions. Unless the Designating Party has waived
22 or withdrawn the confidentiality designation, all parties shall continue to afford the
23 material in question the level of protection to which it is entitled under the Producing
24 Party’s designation until the Court rules on the challenge.

25 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

1 7.1 Basic Principles. A Receiving Party may use Protected Material that is
2 disclosed or produced by another Party or by a Non-Party in connection with this
3 Action only for prosecuting, defending, or attempting to settle this Action. Such
4 Protected Material may be disclosed only to the categories of persons and under the
5 conditions described in this Order. When the Action has been terminated, a Receiving
6 Party must comply with the provisions of Section 13 below.

7 Protected Material must be stored and maintained by a Receiving Party at a location
8 and in a secure manner that ensures that access is limited to the persons authorized
9 under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
11 ordered by the court or permitted in writing by the Designating Party, a Receiving
12 Party may disclose any information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Defendants’ Insurer and its authorized representative(s);

19 (d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
20 reasonably necessary for this Action and who have signed the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A);

22 (e) the court and its personnel;

23 (f) private court reporters and their staff to whom disclosure is reasonably necessary
24 for this Action and who have signed the “Acknowledgment and Agreement to Be
25 Bound” (Exhibit A);

1 (g) professional jury or trial consultants, mock jurors, and Professional Vendors to
2 whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (h) the author or recipient of a document containing the information or a custodian
5 or other person who otherwise possessed or knew the information;

6 (i) during their depositions, witnesses, and attorneys for witnesses, in the Action to
7 whom disclosure is reasonably necessary provided: (1) the deposing party requests
8 that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
9 A); and (2) they will not be permitted to keep any confidential information unless
10 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
11 otherwise agreed by the Designating Party or ordered by the court. Pages of
12 transcribed deposition testimony or exhibits to depositions that reveal Protected
13 Material may be separately bound by the court reporter and may not be disclosed to
14 anyone except as permitted under this Protective Order; and

15 (j) any mediator or settlement officer, and their supporting personnel, mutually
16 agreed upon by any of the parties engaged in settlement discussions.

17
18 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
19 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
20 writing by the Designating Party, a Receiving Party may disclose any information or
21 item designated “HIGHLY CONFIDENTIAL” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to
24 disclose the information for this Action;

25 (b) Defendants’ Insurer and its authorized representative(s);
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1 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
2 reasonably necessary for this Action and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) private court reporters and their staff to whom disclosure is reasonably necessary
6 for this Action and who have signed the “Acknowledgment and Agreement to Be
7 Bound” (Exhibit A);

8 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
9 whom disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a custodian
12 or other person who otherwise possessed or knew the information; and

13 (h) any mediator or settlement officer, and their supporting personnel, mutually
14 agreed upon by any of the parties engaged in settlement discussions.

15
16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
17 **PRODUCED IN OTHER LITIGATION**
18

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
22 ONLY,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall include
24 a copy of the subpoena or court order unless prohibited by law;

25 (b) promptly notify in writing the party who caused the subpoena or order to issue
26 in the other litigation that some or all of the material covered by the subpoena or
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1 order is subject to this Protective Order. Such notification shall include a copy of
2 this Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
4 Designating Party whose Protected Material may be affected.

5
6 If the Designating Party timely seeks a protective order, the Party served with the
7 subpoena or court order shall not produce any information designated in this action
8 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
9 ONLY” before a determination by the court from which the subpoena or order issued,
10 unless the Party has obtained the Designating Party’s permission, or unless otherwise
11 required by the law or court order. The Designating Party shall bear the burden and
12 expense of seeking protection in that court of its confidential material and nothing in
13 these provisions should be construed as authorizing or encouraging a Receiving Party
14 in this Action to disobey a lawful directive from another court.

15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a Non-Party
18 in this Action and designated as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by
20 Non-Parties in connection with this litigation is protected by the remedies and relief
21 provided by this Order. Nothing in these provisions should be construed as
22 prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to produce a
24 Non-Party’s confidential information in its possession, and the Party is subject to an
25 agreement with the Non-Party not to produce the Non-Party’s confidential
26 information, then the Party shall:
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1 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
2 all of the information requested is subject to a confidentiality agreement with a Non-
3 Party;

4 (2) promptly provide the Non-Party with a copy of the Protective Order in this
5 Action, the relevant discovery request(s), and a reasonably specific description of the
6 information requested; and

7 (3) make the information requested available for inspection by the Non-Party, if
8 requested.
9

10 (c) If a Non-Party represented by counsel fails to commence the process called for
11 by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and
12 accompanying information or fails contemporaneously to notify the Receiving Party
13 that it has done so, the Receiving Party may produce the Non-Party's confidential
14 information responsive to the discovery request. If an unrepresented Non-Party fails
15 to seek a protective order from this court within 14 days of receiving the notice and
16 accompanying information, the Receiving Party may produce the Non-Party's
17 confidential information responsive to the discovery request. If the Non-Party timely
18 seeks a protective order, the Receiving Party shall not produce any information in its
19 possession or control that is subject to the confidentiality agreement with the Non-
20 Party before a determination by the court unless otherwise required by the law or
21 court order. Absent a court order to the contrary, the Non-Party shall bear the burden
22 and expense of seeking protection in this court of its Protected Material.

23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Protective Order, the Receiving Party must immediately (a) notify in writing the
27 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
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1 all unauthorized copies of the Protected Material, (c) inform the person or persons to
2 whom unauthorized disclosures were made of all the terms of this Order, and
3 (d) request such person or persons to execute the “Acknowledgment and Agreement
4 to Be Bound” (Exhibit A).

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 6 **PROTECTED MATERIAL** 7

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other protection,
10 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
11 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
12 may be established in an e-discovery order that provides for production without prior
13 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
14 parties reach an agreement on the effect of disclosure of a communication or
15 information covered by the attorney-client privilege or work product protection, the
16 parties may incorporate their agreement into this Protective Order.

17 **12. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
19 to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
21 would have to object to disclosing or producing any information or item on any
22 ground not addressed in this Protective Order. Similarly, no Party waives any right
23 to object on any ground to use in evidence of any of the material covered by this
24 Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
26 Material must comply with Civil Local Rule 79-5 and with any pertinent orders of
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1 the assigned District Judge and Magistrate Judge. Protected Material may only be
2 filed under seal pursuant to a court order authorizing the sealing of the specific
3 Protected Material at issue. If a Party's request to file Protected Material under seal
4 is denied by the court, then the Receiving Party may file the information in the public
5 record unless otherwise instructed by the court.

6 **13. FINAL DISPOSITION**

7
8 After the final disposition of this Action, as defined in Section 4, within 60
9 days of a written request by the Designating Party, each Receiving Party must return
10 all Protected Material to the Producing Party or destroy such material. As used in
11 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
12 summaries, and any other format reproducing or capturing any of the Protected
13 Material. Whether the Protected Material is returned or destroyed, the Receiving
14 Party must submit a written certification to the Producing Party (and, if not the same
15 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
16 (by category, where appropriate) all the Protected Material that was returned or
17 destroyed and (2) affirms that the Receiving Party has not retained any copies,
18 abstracts, compilations, summaries or any other format reproducing or capturing any
19 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
22 reports, attorney work product, and consultant and expert work product, even if such
23 materials contain Protected Material. Any such archival copies that contain or
24 constitute Protected Material remain subject to this Protective Order as set forth in
25 Section 4.

1 14. Any violation of this Order may be punished by any and all appropriate
 2 measures including, without limitation, contempt proceedings and/or monetary
 3 sanctions.

4 15. This Stipulation and Protective Order may be executed in counterparts. Each
 5 attorney executing this Stipulation below represents and warrants that their respective
 6 clients have reviewed and understand the terms and provisions of, and have agree to
 7 be bound by, this Stipulation, and that they respectively have each been duly
 8 authorized to execute this Stipulation as agents on behalf of their respective clients,
 9 who will be contractually bound by the terms and provisions herein regardless of
 10 whether the Court grants this proposed Protective Order.

11 SO STIPULATED.

12
 13
 14 DATED: April 3, 2024

FOX ROTHSCHILD LLP

15 By: /s/ Matthew Follett
 16 John J. Shaeffer
 17 Matthew Follett
 18 Benjamin H. McCoy
 19 Beth Weisser

20 Attorneys for Plaintiff AETNA LIFE
 21 INSURANCE COMPANY

22 DATED: April 3, 2024

FENTON JURKOWITZ

23 By: /s/ Nick Jurkowitz
 24 Nick Jurkowitz

25 Attorneys for Defendants JOSPEH
 26 FAHR, DDS and A BEAUTIFUL
 27 SMILE DENTAL CENTER - GP
 28

FILER'S ATTESTATION OF CONCURRENCE

I, Matthew Follett, attest that I am counsel for Plaintiff Aetna Life Insurance Company. As the ECF user and filer of this document, I attest that concurrence in the filing of this document has been obtained from its signatories.

Dated: April 4, 2024

/s/ Matthew Follett
Matthew Follett

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.

DATED: April 3, 2024

/s/

Honorable Jacqueline Chooljian
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Protective Order that was issued by
 the United States District Court for the Central District of California on
 April 3, 2024 _____ in the case of *Aetna v. Fahr, et al*; Case No. 2:23-cv-
 10577-RGK-JC. I agree to comply with and to be bound by all the terms of this
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____